Product disclosure statement & policy wording

# **Motor Vehicle**



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方和我 方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英 文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتز اماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفى باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方和我 方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英 文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## **Our commitment**

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## **About this booklet**

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

## Navigating this booklet

To help you navigate this booklet and get you to key parts of your Policy faster, we've broken the Policy Wording down into key sections and created corresponding tabs.

#### For more information or to make a claim

Please take the time to read through this booklet. Call us on 133 723 if you need more information, would like to confirm a transaction or to make a claim.

The claims section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

# **Important Information**

The important information in this section includes:

- 'The cost of your Policy'
- Your 'Cooling-off period'
- Privacy' and how we handle your personal information
- Our process for 'Resolving complaints & disputes'.

## **The cost of your Policy**

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- Your sum insured
- The type of cover you chose
- Your vehicle's year, make and model
- The address where you usually keep your vehicle
- Any no claim bonus you're entitled to
- The age and gender of drivers, as well as their driving and claims history
- Optional benefits selected by you
- Excesses
- Whether you choose to pay your premium annually or by instalments.

## How to reduce your premium

Discount	
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
Comprehensive cover driver options	You receive a discount on your premium when you choose one of our driver options for comprehensive cover, where you choose to restrict cover under this Policy to:
	Drivers 24 years of age and over, or
	Just two nominated drivers
	For more information, refer to the 'Cover' section.
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

## No claim bonus

You may qualify for No claim bonus when you have a good claims history. The No claim bonus is a discount we apply to the premium we calculate before optional extras, government charges and adjustments if you choose any voluntary excess.

## How is your No Claim Bonus determined when you buy a new Policy?

When you buy a new Comprehensive Policy we ask you to tell us what No claim bonus you had before you insured with us. The No claim bonus levels we have are:

No Claim bonus Levels	Discount
Rating 1, 5 years claim free	Up to 60%
Rating 2, 4 years claim free	Up to 50%
Rating 3, 3 years claim free	Up to 40%
Rating 4, 2 years claim free	Up to 30%
Rating 5, 1 year claim free	Up to 20%
O years claim free	0%

## What happens to your No Claim Bonus when you renew your Policy?

If you don't make any claims during the preceding period of insurance, your No claim bonus will be increased by up to 20% at renewal. This will continue until you reach our highest No claim bonus discount of up to 60%.

On renewal your No claim bonus may be reduced based on the number of claims, the types of claims you have made, the value of loss incurred under this Policy and if your Policy Schedule shows you have opted into the following Optional benefits:

- No claim bonus protection
- Policy lifetime no claim bonus protection

## The types of claims which affect your No claim bonus

There are three types of claims which affect your No claim bonus. These are:

- At fault, where you, another driver of your vehicle or its passengers, were fully or partly at fault
- Not recoverable, where someone else was at fault, but you weren't able to provide us with their name, address and registration details, and
- Claims for damage where the cause was weather, fire, theft or attempted theft, or malicious damage.

The table below explains how your No claim bonus is affected by different claims in a period of insurance:

Effect on No claim bonus discount level at renewal				
Type of claim	Number of claims in one period of insurance	With No Optional benefits	With Optional benefit: 'No claim bonus protection'	With Optional benefit: 'Lifetime No claim bonus protection'
Claims that do not satisfy	No claims	<ul> <li>For rating - 1,2,3 up to 10%,</li> </ul>	3,4,5: Increases by	No movement
any one of the conditions listed in the section: The types of claims which affect your No claim bonus	One or more claim(s)	<ul> <li>Otherwise: Increases by up to 20%,</li> <li>up to a maximum of 60%</li> </ul>		
Windscreen or window glass only claims	One or more claim(s)			
Claims that satisfy any one	One claim	For rating	No movement	
of the conditions listed in the section: The types of claims which affect your No claim bonus	Two claims	<ul> <li>1,2,3,4: Reduces by up to 10%,</li> <li>5: Reduces by up to 20%,</li> <li>up to a maximum of 60%</li> </ul>	<ul> <li>For rating</li> <li>1,2,3,4: Reduces by up to 10%,</li> <li>5: Reduces by up to 20%,</li> <li>up to a maximum of 60%</li> </ul>	

Each year we re-calculate your premium according to other underwriting factors. Your premium may still change due to underwriting and other factors.

# **Cooling-off period**

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling-off period, you can call QBE Customer Service on 133 723 or send an email to enquiries@qbe.com.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

## **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Policy is available at qbe.com/au

## **Privacy**

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com/au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

## Step 1 - Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

## Step 2 - Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

## Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

## Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

## Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

## Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

# **Contacting QBE Customer Care, AFCA or the OAIC**

How to contact QBE Customer Care		
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).	
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.	
Email	complaints@qbe.com, to make a complaint.	
	• privacy@qbe.com, to contact us about privacy or your personal information.	
	<ul> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>	
Post	Customer Care, GPO Box 219, Parramatta NSW 2124	

How to contact AFCA		
Phone	1800 931 678 (free call)	
Email	info@afca.org.au	
Online	www.afca.org.au	
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001	

How to contact the OAIC	
Phone	1300 363 992
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

# **Financial claims scheme**

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority

How to contact APRA	
Phone	1300 558 849
	Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

# **Policy Wording**

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## **Our agreement**

Your Policy is an agreement between you and us for the period of insurance. It's made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to your Policy.

'Paying your premium' sets out what you have to pay us for cover under this Policy.

The 'Cover' section sets out the covers under this Policy.

The 'Exclusions & conditions' section sets out:

- Your responsibilities once you've taken out this Policy, and
- What isn't covered.

The 'Claims' section sets out:

- Your responsibilities, including what to do and what not to do, after incidents and when you
  make claims, and
- How we settle claims and our rights after you make them.

## How much we'll pay

How much we'll pay for a claim is set out under each cover or on your Policy Schedule. You have to pay any excess which applies to the claim.

## The cover you chose

When you take out this Policy you must:

- Choose one of the three types of cover we offer:
  - Comprehensive
  - Third party, fire and theft
  - Third party only, and
- Tell us how you intend to use your vehicle.

Your Policy Schedule will show the cover you've chosen, your sum insured, how you told us you'll use your vehicle, plus any optional benefits you've selected. Where your Policy covers more than one vehicle, these details will be shown for each vehicle on the Policy Schedule.

Legal liability cover is automatically included.

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#### How you use your vehicle

The table below describes the three uses for your vehicle you must choose from.

If you use your vehicle for any other purpose than the one you've told us about, you won't be insured while you're using your vehicle for that other use.

Use	When you use your vehicle for:		
Private	Social, domestic, pleasure purposes and travel to and from work		
	<ul> <li>A small amount of time is spent using your vehicle for business or work purposes</li> </ul>		
	Ridesharing, but only part time.		
Business	Private use as described above, plus		
	<ul> <li>The majority of normal working hours are spent using your vehicle for business or work purposes.</li> </ul>		
Commercial	Private use as described above, plus		
	A business:		
	• Where your vehicle is licensed for the carriage of goods, or		
	• As a primary producer.		

## **Paying your premium**

Your premium and the date it's due are shown on your Policy Schedule.

#### **Annual premium**

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

#### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

#### At renewal

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

#### What happens if you miss an instalment

On renewal, if you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

#### If your payment details change

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

#### Adjustment of premium on renewal

If we offer to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied.

This condition doesn't affect any other rights we have at law or under this Policy.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accident	A sudden and unforeseen incident.
Agreed value	The amount shown on your Policy Schedule we've agreed to insure your vehicle for. This amount is fixed for the period of insurance and it's the amount we'll pay you, minus the excess, if you have an accident resulting in your vehicle being a write-off (see the section 'Write-offs' on page 42).
Driver	A person who has your permission to drive your vehicle.
Driver's licence	A current licence or permit to drive your class of vehicle.
Family	Your spouse or partner, parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships).

When we say	We mean
Financial or	Includes but is not limited to:
consequential loss	<ul> <li>lost profits or income because you can't use your car;</li> </ul>
1055	<ul> <li>loss due to delay in repairs because a part isn't readily available;</li> </ul>
	• any diminished value of your car after it's been properly repaired.
Financier	A person or entity with a security interest in your vehicle.
Incident	Any event which results in a claim on this Policy.
Market value	The cash purchase price at the time your vehicle is written-off (see the section 'Write-offs' on page 42) of the same age, type and condition in your local area, but excluding costs and charges for registration, stamp duty, transfer and dealer warranty costs.
	To help us decide the market value we use 'The Red Book' price guide, 'Glass's Dealer Guide' or any other information we consider relevant.
Modification	Any alteration to your vehicle's standard body, interior, engine, suspension, wheels, tyres or paint work which could affect its value, safety, performance or appearance. Examples include wide or special tyres, spoilers, special paint work, decals, murals, LP gas conversion, turbo conversions or sun-roofs.
	If we've agreed to insure your vehicle then all of your legal modifications are covered and don't need to be shown on your Policy Schedule.
MVIRI Code- approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash and Repair Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.
	To assess whether your vehicle is a total loss, we will only appoint a MVIRI Code-approved assessor.
Non-standard accessory	A non-standard accessory is any accessory that has been fitted to your vehicle and that wasn't part of the standard or optional configuration from the manufacturer, including:
	<ul> <li>Blue tooth kits, mag wheels, bull bar or permanently fixed global positioning system (GPS)</li> </ul>
	Audio visual equipment
	Rear parking sensors.
	If we've agreed to insure your vehicle then all of your non-standard accessories are covered and don't need to be shown on your Policy Schedule.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.

When we say	We mean
Personal	Essential daily items such as clothes, eyewear, bags and purses.
effects	Personal effects don't include:
	<ul> <li>Mobile phones, smart phones, tablet computers and other personal electronic devices</li> </ul>
	Cash, cheques, credit cards and negotiables
	Tools of trade.
Policy	One of the following:
Schedule	Policy Schedule
	Renewal Schedule
	Alteration Schedule.
Premium	What you pay us to insure you. It's the cost of this Policy.
Removable safety equipment	Any child's booster seat, baby capsule or fire extinguisher kept in your vehicle.
Ridesharing	You use your vehicle for ridesharing:
	For a fee in Australia where it's legal to do so, and
	<ul> <li>If you were registered as available for fewer than 32 hours in the seven days prior to the incident.</li> </ul>
	Ridesharing doesn't mean using your vehicle as a:
	Chauffeur
	Limousine driver
	Taxi driver
	Hire car driver
	Bus driver.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Standard accessories	Any item included in the standard configuration of a vehicle make and model that doesn't affect its performance, including:
	Air conditioning
	Headlight protectors
	Floor mats.
Suitable hire	A hire vehicle that takes into account:
vehicle	The type and size of the damaged vehicle
	The ordinary daily uses of the damaged vehicle

When we say	We mean
	<ul> <li>Whether any additional safety devices were part of the damaged vehicle, such as child seats or disability related modifications.</li> </ul>
Sum insured	The amount shown on your Policy Schedule that we've agreed to insure your vehicle for - based on either agreed value, market value or new car replacement value.
Write-off (also known as a total loss)	When an MVIRI-Code approved assessor assesses repairs to your vehicle as uneconomical, including where the combined repair costs and salvage value are likely to exceed the sum insured of your vehicle.
Trailer	A registered trailer owned by you or in your or a driver's possession, custody or control which can be legally towed by your vehicle, including a boat trailer, a camper trailer or a caravan trailer.
Vehicle	The registered car(s) or motor vehicle(s) owned by you as described in the Policy Schedule including:
	Standard accessories and removable safety equipment
	Non-standard accessories
	Modifications
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You and your	The person(s) named in your Policy Schedule as the insured.

## Cover

This section of the booklet sets what we cover under this Policy for:

- 'Comprehensive'
- 'Third party, fire & theft'
- 'Third party only'

It also describes what we cover for 'Legal liability', which is automatically included.

Exclusions and conditions are set out on page 30.

## Comprehensive

This cover applies to vehicles shown on your Policy Schedule with the cover type as one of these three driver options:

- Comprehensive
- Comprehensive preferred driver
- Comprehensive nominated driver.

Where your Policy covers more than one vehicle, each vehicle and the chosen driver option will be shown separately on the Policy Schedule.

The details for each of the driver options are shown on page 19.

#### What we cover

According to the driver option chosen by you, we'll cover loss or damage to your vehicle caused by or arising from:

- Accidental damage
- Fire
- Theft or attempted theft

We also give you:

- Standard benefits applicable to our comprehensive cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 22),
- 'Comprehensive cover optional benefits' you've bought (as shown on your Policy Schedule),
- 'Legal liability' cover

#### How much we'll pay

- For your vehicle, up to the sum insured or other specified limit set out in your Policy Schedule, and
- For standard and optional benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## **Driver options**

#### Comprehensive

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is listed on your Policy Schedule
- Holds a current driver licence, but not a learner's permit, unless you've informed us and it's noted on your Policy Schedule the vehicle will be used to instruct a learner driver.

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

#### **Comprehensive preferred driver**

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is listed on your Policy Schedule
- Is 24 years of age and over
- Holds a current driver licence, but not when that licence is a:
  - Learner's permit, unless you have informed us and it's noted on your Policy Schedule the vehicle will be used to instruct a learner driver
  - Provisional licence
  - Probationary licence (P plate)

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

#### What we won't cover

You're not covered if your vehicle is damaged accidentally and the driver wasn't 24 years of age and over.

#### **Comprehensive nominated driver**

If you've chosen this driver option, you're covered when your vehicle was driven by, or in the care or under the control of a driver who:

- Is either:
  - 21 years of age or over and listed on the Policy Schedule as the main driver, or
  - 19 years of age or over and listed on the Policy as a driver, and
- Holds a current driver licence, but not when that licence is a learner's permit, unless you've
  informed us and it's noted on your Policy the vehicle will be used to instruct a learner driver),

at the time your vehicle was stolen or when it was damaged accidentally.

If your vehicle is stolen or damaged accidentally and wasn't being driven by a listed driver, you have to pay an unlisted driver excess.

## Third party, fire & theft

This cover applies to vehicles shown on your Policy Schedule with third party, fire and theft cover as the cover type.

#### What we cover

We'll cover loss or damage to your vehicle caused by or arising from:

- Fire
- Theft or attempted theft

We also give you:

- Standard benefits applicable to our third party, fire and theft cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 22)
- 'Legal liability' cover

#### How much we'll pay

Up to the sum insured for your vehicle and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## **Third party only**

This cover applies to vehicles shown on your Policy Schedule with third party only cover as the cover type.

#### What we cover

Third party only cover is a limited cover which gives you 'Legal liability' cover.

We also give you the standard benefits applicable to our third party only cover (see 'Comprehensive, third party, fire & theft and third party only cover standard benefits' on page 22).

#### How much we'll pay

Up to the legal liability limit for the legal liability cover and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

## **Legal liability**

Legal liability cover is automatically included with 'Comprehensive', 'Third party, fire & theft' and 'Third party only' cover.

We also give you the 'Legal liability standard benefits'

#### What we cover

#### Legal liability to another person's property

We'll cover your legal liability for damage to another person's property which was directly caused by:

- Your vehicle or a part of it, or your trailer attached to it
- Goods falling from your vehicle or your trailer attached to it, where you've taken reasonable measures to secure them
- The loading or unloading of your vehicle or your trailer attached to it.

#### Legal liability for injury or death to another person (Gap cover)

We'll cover your legal liability for bodily injury or death to another person which was directly caused by:

- A part of your vehicle or your trailer attached to it
- Goods falling from your vehicle or your trailer attached to it, where you've taken reasonable measures to secure them,

when you:

- Have compulsory third party insurance, but only where that insurance doesn't cover your legal liability
- Don't need compulsory third party insurance because your vehicle it isn't being driven at the time of the incident.

However, we won't pay if your compulsory third party insurance claim was declined due your negligence or irresponsible behaviour.

#### How much we'll pay

Up to the legal liability limit shown on the Policy Schedule in respect of all claims arising out of one incident or series of related incidents occurring during the period of insurance. The limit of liability is inclusive of costs and expenses (including legal costs).

You must pay any excesses which apply to your claim. The excesses which you are required to pay are set out in this PDS or on your Policy Schedule.

The 'Claims' section sets out specific terms and conditions that apply when you make a claim or when something happens which may lead to a claim.

# Comprehensive, third party, fire & theft and third party only cover standard benefits

Your Policy comes with standard benefits according to the cover you have. When a claim for an incident is accepted, we'll give you the standard benefits which apply to that cover.

Under the name of each benefit in the table below we've set out which benefits:

- ✓ Apply to a cover,
- > Don't apply to a cover.

(Comp - Comprehensive, TPFT - Third party fire and theft, TPO - Third party only).

Benefit		What we give you	We won't cover
Lifetime guarant		We guarantee the quality of the repairs (including sub-let repairs) authorised by us	Repairs we haven't authorised.
✓	Comp	for any defect due to faulty workmanship or faulty material for the life of your vehicle.	Repairs where you have
✓	TPFT		chosen the repairer and we
x	ΤΡΟ	We guarantee the quality of the repairs (including sublet repairs) for any defect due to faulty workmanship or faulty material for the life of your vehicle. The guarantee only extends to repairs that have been authorised and managed by us. In the event of a claim on the guarantee, we would need to confirm that the fault resulted from the repairs that we authorised and not	have paid you the reasonable cost of repairs.
		from another cause.	
Choice o		When your claim is accepted:	n/a
repairer		We can refer you to a repairer, or	
	Comp	• You can choose your own repairer,	
✓	TPFT	provided we've agreed to that repairer first.	
✓	TPO	mot.	
		The full terms and conditions of this benefit are set out on page 41.	
Essentia tempora repairs		Up to \$500 for essential temporary repairs so your vehicle can be driven immediately after an incident.	n/a
$\checkmark$	Comp		
×	TPFT		
×	TPO		

Benefit		What we give you	We won't cover
Hire car followin		If your claim for theft is accepted, we'll reimburse you the reasonable cost of a	Additional hiring costs     (including booster seats,
✓	Comp	suitable hire vehicle, provided:	navigation systems, excess waiver insurance)
✓	TPFT	• you need a hire car	Running costs, including
×	TPO	<ul> <li>You have informed us of the hire car you want and where you want to hire it from prior to arranging the hire.</li> </ul>	<ul><li>fuel</li><li>Damage to the hire car</li></ul>
		We stop paying this benefit once:	Any insurance, insurance     excess or other costs
		• We've paid for 14 days of hiring or the cost reaches \$1,000	you may be liable for under the hire car rental
		Your vehicle's found	agreement
		• We pay your claim for theft,	We won't pay this benefit
		whichever happens first.	unless your claim has been accepted for an incident
		We'll need you to give us copies of the rental agreement or the hire car receipts so that we can reimburse you.	under the cover you chose.
Windscr cover	een	Replacement of or repairs to your windscreen or window glass if it's	n/a
~	Comp	accidentally damaged .	
×	TPFT	We'll waive the vehicle excess if we're able to	
×	ТРО	repair the glass.	
		Any claim under this benefit won't affect your no claim bonus.	
Travellin expense	-	Up to \$50 towards your expenses to return directly to your home if your vehicle can't be	n/a
✓	Comp	driven after an incident.	
×	TPFT		
×	ТРО		
Towing	costs	Reasonable costs to tow your vehicle to	n/a
$\checkmark$	Comp	the nearest repairer, place of safety or to another place we've authorised.	
×	TPFT		
×	ТРО		

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Benefit		What we give you	We won't cover
Persona	l effects	Up to \$500 if your personal effects are	Claims for theft and or
$\checkmark$	Comp	damaged in your vehicle as a result of an	attempted theft.
×	TPFT	incident for which your claim has been accepted.	
×	ТРО		
Replace of keys a recoding locks	and	Up to \$1000 towards: <ul> <li>The cost to replace your keys</li> <li>If necessary, the recoding of your car's</li> </ul>	<ul> <li>Keys stolen by someone you gave them to</li> <li>Any payments for any other standard benefit</li> </ul>
$\checkmark$	Comp	locks,	or optional benefit as a
×	TPFT	Where your car keys are stolen and you make a Police report.	result of a claim under this cover.
×	ТРО		
Emerge accomm and tran costs	nodation	<ul><li>Up to \$1,000 towards the costs of:</li><li>Essential temporary accommodation (room rental only)</li></ul>	n/a
~	Comp	<ul> <li>Transport for you and the occupants of your vehicle</li> </ul>	
×	TPFT	<ul> <li>Transporting your essential personal</li> </ul>	
×	ΤΡΟ	effects back home. When you're more than 150kms away from home and your vehicle can't be safely driven as a result of an incident. You need you to give us copies of any	
		receipts so we can reimburse you.	
New replacer vehicle	nent	If your vehicle's a write-off, we'll provide you with a new replacement vehicle of the same make and model or nearest equivalent in the market at the time of loss, provided:	n/a
✓	Comp		
×	TPFT	<ul> <li>You're the original owner and have insured your vehicle with us from new</li> </ul>	
×	ТРО	<ul> <li>Your vehicle is less than two years old and has been driven less than 20,000kms</li> </ul>	
		This benefit only applies if you've chosen a market value or agreed value sum insured.	

Benefit		What we give you	We won't cover
Trailer c	Comp TPFT TPO	Up to \$1,000 towards the cost of repairs or replacement of your single axle box trailer if it's stolen or damaged when attached to your vehicle.	<ul><li>The contents of your trailer</li><li>Any other type of trailer.</li></ul>
Re-deliv costs	Comp TPFT TPO	Up to \$750 towards the cost to re-deliver your vehicle to your home if you live over 100 km from where we authorise repairs to be done.	We won't pay this benefit unless your claim has been accepted for an incident under the cover you chose.
Vehicle	tools Comp TPFT TPO	Up to \$100 towards the cost of stolen or damaged tools you own and carried for use on your vehicle (in addition to those supplied by the manufacturer).	Tools used as part of your trade or occupation.
Fatality <ul> <li>✓</li> <li>×</li> <li>×</li> </ul>	Cover Comp TPFT TPO	<ul> <li>\$2,500 to your or a listed driver's estate if you or that listed driver die within 12 months as a result of an incident covered by this Policy.</li> <li>We only pay this benefit once during the period of insurance, even if there's been more than one person who dies.</li> </ul>	n/a
Change vehicle	of Comp TPFT TPO	<ul> <li>Cover for your newly acquired vehicle under this Policy if you:</li> <li>Sell or dispose of your vehicle</li> <li>Acquire your new vehicle within 14 days of the disposal of your vehicle</li> <li>Give us details of the new vehicle within that time, and</li> <li>Pay any extra premium we require.</li> </ul>	Your vehicle if it's being disposed of when we're settling a write off claim.
After ac clean up × ×		Up to \$1,000 per claim to cleanup your vehicle debris after an accident.	n/a

Benefit		What we give you	We won't cover
Uninsur motoris	ed t benefit	<ul> <li>Up to \$5,000, or</li> <li>The market value of your vehicle,</li> </ul>	We are unable to pay this benefit when:
× √	Comp TPFT	whichever is less, if your vehicle is accidentally damaged in a collision with	You are unable to provide, us with:
✓	TPO	<ul> <li>another vehicle and:</li> <li>The other driver is totally at fault (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene)</li> <li>The owner of the other vehicle, or its driver, didn't have insurance covering the damage to your vehicle (or we cannot confirm this through our enquiries within a reasonable period of time).</li> <li>If we pay you the market value of your vehicle, then your vehicle in its damaged condition will become our property.</li> </ul>	<ul> <li>the registration number of the other vehicle, and</li> <li>the name and address of the driver of the other vehicle</li> </ul>

# **Comprehensive cover optional benefits**

When you choose comprehensive cover you can also buy the optional benefits in the table below for an additional premium. You can't buy these optional benefits if you have third party, fire and theft or third party only cover.

The optional benefits you've bought will be shown on your Policy Schedule and only apply:

- Once you've paid us the premium for the benefit
- From the date the benefit was listed on your Policy Schedule.

Where your Policy covers more than one vehicle, each vehicle and any selected optional benefits which apply to it will be shown separately.

Benefit	What we give you	We won't cover
Excess free windscreen and window glass protection	We'll waive the vehicle excess if your windscreen or window glass needs to be replaced as a result of accidental breakage.	

Benefit	What we give you	We won't cover
	Breakage is a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture that extends through all layers of the windscreen.	
No claim bonus protection	Your no claim bonus won't be reduced if you make only one at fault claim during the period of insurance.	
Four year new car replacement	We'll supply a new replacement vehicle of the same make and model (or, if it's superseded, the nearest equivalent of the same make available in the market at the time of loss), if your vehicle:	Your vehicle if it was more than two years old at the time that you selected this benefit.
	<ul> <li>Was purchased new from the manufacturer or their dealer or as a demonstrator vehicle</li> </ul>	
	<ul> <li>Isn't more than four years old from the date of purchase when new</li> </ul>	
	<ul> <li>Has been driven less than 100,000kms at the time we declared it a write-off</li> </ul>	
	<ul> <li>Was originally insured for the purchase price, and</li> </ul>	
	• We declare it a write-off,	
	When we supply the replacement vehicle we'll also pay for registration and stamp duty but not compulsory third party insurance.	
	However, if either:	
	<ul> <li>Your vehicle is a write-off and the provisions above aren't met, or</li> </ul>	
	You don't want a replacement vehicle	
	Then the sum insured will be market value at the time of the incident.	
	Where your vehicle becomes four years old during the period of insurance this benefit will continue until your next renewal.	

Benefit	What we give you	We won't cover
Hire car after an incident	<ul> <li>We'll reimburse you up to the daily rate shown in the Policy Schedule from the day you take your vehicle to a repairer after an incident, where:</li> <li>You need a hire car</li> <li>You have informed us of the suitable hire vehicle you want and where you want to hire it from prior to arranging the hire.</li> <li>We stop paying this benefit once:</li> <li>We've paid for 14 days of hiring</li> <li>Your vehicle's repaired</li> <li>We pay your claim for the sum insured,</li> <li>whichever happens first.</li> <li>We'll need you to give us copies of the rental agreement or the hire car receipts so that we can reimburse you.</li> </ul>	<ul> <li>Hiring costs above the daily rate in your Policy Schedule</li> <li>Additional hiring costs (including booster seats, navigation systems, excess waiver insurance)</li> <li>Running costs, including fuel</li> <li>Damage to the hire car</li> <li>Any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement</li> <li>We won't pay this benefit if your claim is for theft.</li> </ul>
Policy lifetime no claim bonus protection	If you've kept your maximum no claim bonus for more than two years, it won't be reduced if you make any at fault claims during the period of insurance.	

# Legal liability standard benefits

# Legal liability standard benefits

Under our legal liability cover we give you these standard benefits.

Benefit	What we give you	We won't cover
Substitute vehicle	Cover for your legal liability when you drive a substitute vehicle (but not a hire car) because your vehicle is being repaired or serviced. This benefit doesn't provide you with cover for damage to the substitute vehicle itself.	<ul> <li>Your legal liability when:</li> <li>The substitute vehicle's already covered under another policy</li> <li>The substitute vehicle's owned by you</li> <li>You didn't have the owner's permission to drive the substitute vehicle.</li> </ul>

Benefit	What we give you	We won't cover
Other drivers	Cover for the legal liability of other drivers of your vehicle, provided they had your permission to drive.	<ul> <li>The legal liability of other drivers who:</li> <li>Aren't 24 years of age and over if your vehicle has comprehensive cover and you've chosen the comprehensive preferred driver option</li> <li>Are noted as an excluded driver on your Policy Schedule.</li> </ul>
Passenger liability	Cover for the legal liability of a passenger who's lawfully travelling in or getting in or out of your vehicle or your substitute vehicle for damage they cause to another person's property.	
Principals indemnity	Cover for your employer's, business partner's or principal's legal liability for damage caused to another person's property while you're driving and in control of your vehicle.	Your employer's, business partner's or principal's legal liability when the vehicle or substitute vehicle is owned by that employer, business partner or principal.

# **Exclusions & conditions**

It's important to know what you need to do, what we can do and how it will affect your claim

The remaining sections of this booklet provide detail about:

- Exclusions:
  - 'Comprehensive, third party, fire & theft and third party only exclusions', which apply to comprehensive, third party, fire and theft and third party only claims
  - 'Legal liability exclusions', which apply to legal liability claims
  - 'General exclusions', which apply to all claims
- 'General conditions', your responsibilities once you've taken out this Policy, and
- 'Other terms', about how this Policy operates

## Comprehensive, third party, fire & theft and third party only exclusions

These exclusions apply to claims made under the 'Comprehensive', 'Third party, fire & theft' and and 'Third party only' covers.

We won't cover	For example, but not limited to	
Theft of your vehicle:		
By someone acting with your express or implied consent.	You ask someone to steal your vehicle.	
<ul> <li>By someone you lent it to.</li> <li>This exclusion won't apply if you:</li> <li>Were deceived, and</li> <li>Noted the details of that person's driving licence or other form of legal identification.</li> </ul>	A friend or prospective buyer steals your vehicle after you gave them permission to drive it.	
Because it was left unattended and unlocked in a public place.	Your vehicle is stolen after you left it unlocked in a supermarket car park.	
Damage to your vehicle:		
Resulting from normal wear and tear, rust or corrosion.	The damage to your vehicle is from ageing or loss of value through ordinary use.	
From structural failure, electrical or mechanical breakdown.	<ul> <li>Costs to repair or replace:</li> <li>Worn out engines</li> <li>Old radiators and water hoses, or</li> <li>Faulty electrical systems.</li> </ul>	
Caused by using the wrong fuel for the specific make and model of your vehicle and engine.	The engine is damaged because petrol was put into a vehicle that runs on diesel or vice versa.	
To the tyres of your vehicle unless caused in an incident for which a claim has been accepted.	The vehicle tyres are damaged because of braking, a puncture, cuts or bursting.	

We won't cover	For example, but not limited to	
Theft of, or damage to:		
<ul> <li>Your vehicle because you failed to take reasonable steps to protect it from:</li> <li>Theft</li> <li>Damage</li> <li>Further damage after it's been involved in an incident.</li> </ul>	Your vehicle's stolen after being left at the scene of an accident when it could've been towed to a safe place.	
Personal effects	You left eyewear, clothing, jewellery, camping gear, sporting equipment, mobile phones or personal electronic devices in your vehicle and those items were either:	
	<ul> <li>Damaged in a fire or other incident</li> </ul>	
	Stolen along with your vehicle.	
Financial or consequential loss		
Any financial or consequential loss.	You lose a days' wages or profits because you weren't able to get to work.	
	Loss due to delay in repairs because a part isn't readily available.	
	Any diminished value of your car after it's been properly repaired.	

# Legal liability exclusions

These exclusions apply to claims made under the 'Legal liability' cover.

We won't cover	For example, but not limited to
Legal liability:	
For accidental bodily injury or death to someone where you have or are required by law to have Compulsory Third Party (CTP) insurance .	<ul> <li>You won't be insured under the legal liability cover for any vehicle or trailer:</li> <li>If CTP insurance applies</li> <li>If CTP insurance should apply but doesn't because you failed to renew your vehicle registration (which includes CTP insurance) or failed to have CTP insurance in a State or Territory where you have to buy a separate policy</li> </ul>

We won't cover	For example, but not limited to
	<ul> <li>If you weren't required to have CTP insurance for the vehicle (because you use it only on private property or off road), but you were driving it at the time of the accident.</li> </ul>
For accidental bodily injury or death to family.	You injure someone in your family in an incident and they sue you.
For fines or penalties (including any interest and costs) incurred by you.	A Court orders you to pay a fine.
For any punitive, aggravated, exemplary, or multiple damages (including any interest and costs) against you.	A Court orders you to pay exemplary damages to someone injured by you in an incident.
Arising out of an undertaking or guarantee given by you without our written authority.	You signed a contract with another party to protect their interests.
For damage to property owned by you or in your possession, custody or control.	The cost to replace borrowed golf clubs after you accidentally drove over them with your vehicle.
Where there's an entitlement to claim an amount or benefit under a statute or other policy in respect of the liability.	Someone you injure is entitled to claim workers' compensation benefits.

# **General exclusions**

These general exclusions apply to all sections of this Policy.

# Alcohol, drugs, driving licence

What we won't cover	For example, but not limited to:
If you or a driver, at the time of the incident:	
Were affected by alcohol or drugs to an extent that impaired the control of your vehicle	Charged with driving under the influence of alcohol or drugs.
Had a blood alcohol level exceeding the statutory limit for the State or Territory where the incident happened.	
Didn't hold a current driver licence which is valid in Australia, or failed to comply with the conditions of it.	You're driving a vehicle outside your licence class or condition.
<ul><li>This exclusion won't apply if:</li><li>The person driving your vehicle wasn't you or your family</li></ul>	You refuse take a Police breathalyser test.

What we won't cover	For example, but not limited to:
<ul> <li>you had no reason to suspect the person was affected by alcohol or drugs or didn't have a driver's licence.</li> </ul>	
If we do pay a claim because you were unaware the person driving your vehicle was affected by alcohol or drugs or didn't have a driver's licence, then we reserve the right to recover from that driver.	

# Use of your vehicle

What we won't cover	For example, but not limited to:	
If at the time of the incident your vehicle was:		
Not registered.	Your vehicle registration had expired when the incident occurred.	
Being used for an unlawful purpose.	Your vehicle was being used by you in a robbery or was being used to transport illegal drugs or stolen goods.	
<ul> <li>Being used:</li> <li>On a race track, speedway track or course</li> <li>For driver training or driver instruction on a race track, speedway track or course unless your Policy is endorsed for such use</li> <li>In preparation for a race, time-trial, hill- climb or any other competitive motor sport or contest</li> <li>In a rally or event where the road was closed to public traffic.</li> </ul>	There's no insurance when you use your vehicle on a race track for any reason, unless you have told us beforehand and we agreed to insure you by issuing an endorsement, shown on your Policy Schedule.	
Being used to carry passengers for hire, fare or reward (this doesn't apply to car pooling, ridesharing or when driving as a volunteer for a registered charity).	Using your vehicle as a taxi.	
Ridesharing if you haven't complied with applicable laws.		
Being let out on hire.	Allowing someone the temporary use of your vehicle in exchange for payment.	

What we won't cover	For example, but not limited to:	
If the incident arose out of an intentionally harmful or damaging act by:		
<ul> <li>You, a driver or a family member</li> <li>A person with the express or implied consent of you, a driver or family member</li> </ul>	Your vehicle is written off or you damage someone's property because you intentionally crashed into it.	
• A passenger of your vehicle or a substitute vehicle.		

# Vehicle condition

What we won't cover	For example, but not limited to:	
If at the time of the incident your vehicle was:		
In an unsafe, unroadworthy or illegal condition. This exclusion doesn't apply if:	You drove your vehicle and an incident occurred after you knew it was unsafe to drive, including if the tyres were bald.	
• The condition didn't contribute to the cause of the incident		
• You or a driver were unaware of the defect and it was reasonable to be unaware of it.		
Overloading.	You drove your vehicle carrying a load bigger than it was designed to carry, or you overloaded your trailer with goods.	

# Operation of law, war, nuclear material or terrorism

What we won't cover	For example, but not limited to:
If the incident was caused by arising from or in a	connection with
<ul> <li>compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;</li> </ul>	Your financier repossessed your vehicle because you failed to keep up to date with your payments.
<ul> <li>invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;</li> </ul>	
<ul> <li>mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;</li> </ul>	

۷	Vhat we won't cover	For example, but not limited to:
•	a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;	
•	any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.	

## Sanctions limitation and exclusion clause

## What we won't cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

#### Laws impacting cover

### What we won't cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

## **General conditions**

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- refuse to pay your claim or reduce what we pay for your claim
- cancel your Policy.

#### Assistance and co-operation

You must provide reasonable assistance to us, including:

- being truthful and frank at all times
- providing us with relevant information and documents, such as proof of purchase or repair quotes, if needed
- telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer
- attending one or more interviews about the claim if we ask you to
- appearing in court and giving evidence if needed
- making your vehicle available for us to inspect or examine
- taking your vehicle, or allowing us to take it, to a place we require
- responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our repairers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

#### **Care and maintenance**

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor, for example:

- leaving your car keys inside your car and leaving it unattended, such as when going to pay for petrol
- failing to lock your car's windows and doors when you leave it unattended
- continuing to drive your car after it has been damaged or is overheating
- not securing your car after it has broken down, been damaged or you've been notified it has been found after it was stolen.

There is also no cover if:

- you've given someone else permission to use your car and then they steal it
- you or anyone using your car admits fault or liability for an incident, unless we would have provided cover under your Policy anyway.
  - At all times, you must:
- prevent damage to property insured, as well as to others and their property
- minimise the cost of any claim under your Policy.

There is no cover if, at the time of the incident, your car:

- did not meet registration requirements in your state or territory; or
- was unroadworthy or in an illegal condition, unless its condition did not cause or contribute to the incident.

#### Changes to your circumstances

You must tell us as soon as possible if any of the information on your Policy Schedule is incorrect or has changed. For example, you must tell us if:

- there is any change to the names of the vehicle's owners, or
- there is any change to the use of your vehicle(s), or
- you have a change of address, including any changes to where your vehicle(s) are stored, or
- there is any change to the vehicle to be insured by this Policy, or
- there is a new regular driver of the vehicle, or
- your contact details like email, phone number or mailing address change, or
- you want to change the cover options selected, or
- you wish to modify your vehicle, to the manufacturer's specifications to improve your vehicle's
  performance, but only if your vehicle is a sedan, station wagon, panel van, 4x4 or a goods
  carrying vehicle with a gross vehicle mass under 3,500 kilograms, or
- a non-standard accessory has been added, or
- there is any other change to the details listed in your Policy Schedule.

If you don't tell us, we may reduce or refuse to pay a claim.

If you wish to insure any fitted non-standard accessory or modification, each one must be advised to us for our acceptance, which we will confirm by issuing an alteration advice.

When you tell us about a change or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes. If you request any change to cover (for example, you choose to add a cover option) and we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium.

If an additional premium is required, the change to your cover will only become effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- you have paid the additional premium by the due date we give to you. If you don't pay the
  additional premium by the due date then we will make reasonable efforts to contact you
  using the most recent contact details you provided to us. If we don't receive payment of the
  additional premium owed, the change will not be effective and we will confirm this by issuing a
  replacement Certificate of Insurance. If you request any change to cover and we don't agree to
  the change, then we will let you know and the Policy will continue unchanged.

If you tell us about a change in your car or car's value then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change then we will cancel your Policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
  - if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
  - you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, then we will cancel your Policy. We will use the latest contact details you provided us to notify you of the cancellation date, which will depend on factors including:

- the premium you have already paid on your Policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your Policy.

# **Other interests**

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

# Other terms

These other terms apply to how your Policy operates.

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### **Cancelling your Policy**

You can cancel your Policy at any time by telling us.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

#### **Changing your Policy**

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

### Notices

We'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. You can choose to receive your policy documents by post and you can change your preference at any time. It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

# Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

This section includes:

- 'Repairing your vehicle' terms which apply when your vehicle is repaired
- 'Write-offs' describing what happens if your vehicle is assessed as a write-off
- 'Excesses' what you pay us when you make a claim, and
- 'Claims conditions' which are your responsibilities and our rights after you've made a claim.

### What to do and what not to do after an incident

#### What to do after an incident

Prevent further loss or damage

**Inform the Police** if something was stolen or vandalised, or if you're required by law to do so and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

Take details of other people involved in an incident or any witnesses to it

Call us as soon as possible

Complete a claim form if we require it

**Provide relevant information** in support of your claim, including letters or notices given to you by another party

Pay your excess

# What not to do after an incident

Admit guilt or fault except in a Court or to the Police

Offer or negotiate to pay a claim or make repairs

**Admit liability** 

Dispose of damaged items unless we've said you can

Authorise repairs except for essential temporary repairs

Unnecessarily delay telling us about an incidentas it may reduce the amount we pay for your claim

Give us false or misleading information

## How a claim affects your sum insured

If we pay a claim:

- On a write off basis (also known as a total loss), your cover for that vehicle with us ends (see page 42)
- For the cost of repairs to your vehicle, your sum insured remains the same as it was before the claim.

For example, if your sum insured is \$20,000 and we pay a claim for \$3,000, your sum insured remains at \$20,000.

# **Repairing your vehicle**

#### **Choice of repairer**

If your claim is accepted, we can refer you to a QBE accredited repairer or you can choose your own. You have to ask us before getting your vehicle repaired.

Where we recommend our accredited repairer, we'll:

- Give you the names of two repairers to get quotes from
- Need to inspect your vehicle before authorising repairs
- Pay the cost of repairs directly to the repairer we authorise.

If there's a QBE assessment centre near you, we'll explain how to get your car assessed there.

Where you nominate a repairer, you will need to:

- Get a quote from an appropriately licensed repairer of your choice, however if you do we may
  need you to get a second quote from a repairer of our choice
- Allow us to assess your vehicle before authorising repairs

#### **Paying repair costs**

We'll pay reasonable costs to have your vehicle repaired, directly to the repairer we have authorised to carry out the repairs. In deciding Reasonable costs are determined by a number of factors, which may include:

- The advice of an experienced motor vehicle assessor we've appointed
- A quote from another repairer of our choice
- Any adjustment allowing for method of repair.

#### Authorising repairs without asking us first

If you authorise repairs without asking us first, we:

- will be unable to provide our lifetime guarantee on repairs (see page 22), or
- will, where permitted by law, pay no more than the reasonable cost of repairs.

### **Replacing damaged parts**

## Within Manufacturer's Standard New Car Warranty period

If your vehicle's covered under the Manufacturer's Standard New Car Warranty (not including an extended warranty period), we'll only use manufacturer's approved parts in repairing your vehicle. If the part is a windscreen or a body glass then we may use non manufacturer parts but only if they're compliant with Australian Design Rules.

### **Outside Manufacturer's Standard New Car Warranty**

We may use new, recycled or reconditioned parts when repairing vehicles no longer covered under the Manufacturer's Standard New Car Warranty. Where the use of recycled or reconditioned parts is requested, we'll only use the parts if they're equal to or exceed the quality of the part being replaced.

#### You may have to contribute towards the cost of repairs

In circumstances where the condition or appearance of your vehicle improves as a result of replacing old with new parts, or repainting more than the damaged area, we may need you to contribute towards the cost of repairs.

If this may be necessary, we'll talk to you beforehand about how you would like to proceed.

#### If parts and accessories are unavailable

Where parts and accessories aren't available locally, we'll only pay:

- The cost of parts and accessories (including installation) of an equivalent make and model vehicle listed in the latest suppliers' list within the State or Territory where repairs are being carried out
- Surface freight costs of getting parts to the repairer.

We won't pay the extra cost of specially-made parts for your vehicle if standard parts aren't available.

# Write-offs

If your vehicle is assessed as a write off (otherwise known as a 'total loss' ) by an MVIRI Codeapproved assessor, and your claim is accepted, cover for that vehicle will come to an end.

In any assessment of whether your car is a total loss, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

# Your premium after a write-off

If you've paid your premium in full when you took out your Policy, we don't refund any amount after we've paid a claim for a write-off. The total premium is payable and non-refundable because you have received the benefits associated with a write-off claim under the Policy.

If you pay your premium in instalments and your vehicle is a write-off, you will still need to pay the total of any remaining premium instalments for the period of insurance. Any payment we make to you will be minus the instalments you're yet to pay. The amount is the difference between what you've already paid us (via your instalments) and what you would've paid us for the remainder of the insured period. This amount will either be deducted from a completed claim or paid by you before we finalise your claim.

If you've other vehicles insured on the Policy, then your regular instalments will be reduced up until your Policy renewal date because there will be fewer vehicles to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

If you purchase another vehicle or we provide a replacement vehicle, new insurance cover is required. This may be a new policy, or it may mean adding the new vehicle onto your existing Policy.

# Security interests

If a security interest is registered over your vehicle, we'll:

- Pay the financier the sum insured, up to the amount required to discharge your loan or finance agreement
- If applicable, pay you the remaining balance of the sum insured, or
- Replace your vehicle where you've obtained the agreement of your financier.

If no security interest is registered over your vehicle, we'll:

- Pay you the sum insured
- Replace your vehicle, if a similar make and model is available, provided:
  - You're the original owner and have insured your vehicle with us from new,
  - Your vehicle is less than two years old and has been driven less than 20,000kms

If you've paid for the four-year new car replacement optional benefit we'll replace your vehicle according to the conditions on page 27.

#### **Discharging a security interest**

You must take our required steps to remove any security interest in your vehicle after your loan or finance agreement has been discharged.

# **Excesses**

An excess is an amount you have to pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

Excess type	When it applies
A vehicle excess	This excess is the first amount you have to pay.
	All vehicles carry a standard excess, and you may also choose to reduce your premium by taking a voluntary excess. The sum of these will be shown on your Policy Schedule as the total vehicle excess.
An age excess	This excess applies if the driver at the time of the incident is within the specified age group on your Policy Schedule.
	This excess doesn't apply when:
	The only damage to your vehicle is to the windscreen or window glass
	• The incident is a result of fire, explosion, lightning, flood, theft or where your vehicle is damaged while parked.
An inexperienced driver excess	This excess applies if the driver at the time of the incident is within the specified age group on your Policy Schedule and has held their full Australian driving licence for less than two years.
An unlisted driver excess	This excess applies when your Policy Schedule includes listed drivers and your vehicle's being driven by a person who's not listed.
An imposed excess	This is an excess we may require in order to cover your vehicle. If an imposed excess has been applied it'll be shown on the Policy Schedule for that vehicle.
A named driver excess	In order to insure certain drivers on your Policy, we may have to apply an excess specifically to them.
	This excess is payable when a driver listed on the Policy Schedule has this excess showing against their name and is driving your vehicle at the time of the incident.

# When you won't have to pay an excess

There are three circumstances where we won't require you to pay certain excesses.

## All excesses

You won't have to pay any excesses if your vehicle is damaged in a collision with another vehicle and all of the following apply:

- the other driver involved in the collision was totally at fault (you may be able to help confirm this by providing a police report, expert reports, witness statements or photographs taken at the scene)
- you are able to provide us with the name and address of the other driver and the registration number of the other vehicle
- the amount of your claim exceeds the applicable excesses under the Policy.

#### **Unlisted driver excess**

You won't have to pay an unlisted driver excess if your vehicle was stolen or damaged while being driven:

- without your consent
- by a person in the motor trade who was servicing or repairing it, or was an attendant parking it, or who used it because a serious medical emergency had arisen

### Excess free windscreen and window glass protection

You won't have to pay a vehicle excess on any glass claim if you've taken out our Excess free windscreen and window glass protection (see page 26).

# **Claims conditions**

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after we have paid a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

# **Providing evidence and information**

You must be able to demonstrate that you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this information if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- Police reports
- Medical reports
- Proof or evidence of loss or damage
- Proof or evidence of ownership
- Receipts or tax invoices confirming the purchase of your vehicle and any accessories.

We won't pay any claim when the only proof of ownership is:

- A photograph
- A photocopy of any documentation
- A copy of information downloaded from the internet

unless you also submit a statutory declaration in support of these items attesting to you being the owner of the item(s) you're claiming for.

### **Claims payments and GST**

We pay claims inclusive of GST unless the owner of the car is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

#### How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

We'll also report any suspected fraudulent act to the Police for further investigation.

We'll also report any suspected fraudulent act to the Police for further investigation.

#### Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.



For enquiries, claims and customer service call 133 723 or visit qbe.com.au

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